

CONTRACT



WAPT
7616 Channel 16 Way
Jackson, MS 39209
(601)922-1607

www.wapt.com

And:

JM Huges Group
147 Highland Dr
Jackson, MS 39211

Contract / Revision 1537177 /		Alt Order #
Product POLITICAL		
Contract Dates 11/03/16 - 11/08/16		Estimate # ED HANNAN CAMPAIG
Advertiser Hannan MS Court of Appeals		Original Date / Revision 10/19/16 / 10/19/16
Billing Cycle EOM/EOC	Billing Calendar Broadcast	Cash/Trade Cash
Property WAPT	Account Executive HOUSE/POLITICAL	Sales Office Jackson, MS
Special Handling		
Demographic Adults 25-54		
Agency Code	Advertiser Code	Product 1/2
Agency Ref		Advertiser Ref

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
N 1	WAPT	11/03/16	11/08/16	M-F 5a News	M-F 5a-6a		:30				NM	4	\$200.00
		Class of Time - Immediately Pre-emptible without notice											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		10/31/16	11/06/16	---11--				2	\$50.00				
Week:		11/07/16	11/13/16	11-----				2	\$50.00				
N 2	WAPT	11/03/16	11/08/16	6a Morning News	M-F 558a-7a		:30				NM	4	\$600.00
		Class of Time - Immediately Pre-emptible without notice											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		10/31/16	11/06/16	---11--				2	\$150.00				
Week:		11/07/16	11/13/16	11-----				2	\$150.00				
N 3	WAPT	11/03/16	11/08/16	Good Morning America	M-F 7a-9a		:30				NM	4	\$360.00
		Class of Time - Immediately Pre-emptible without notice											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		10/31/16	11/06/16	---11--				2	\$90.00				
Week:		11/07/16	11/13/16	11-----				2	\$90.00				
N 4	WAPT	11/03/16	11/07/16	5p M-F News	M-F 458p-530p		:30				NM	3	\$450.00
		Class of Time - Immediately Pre-emptible without notice											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		10/31/16	11/06/16	---11--				2	\$150.00				
Week:		11/07/16	11/13/16	1-----				1	\$150.00				
N 5	WAPT	11/03/16	11/07/16	6p M-F News	M-F 558p-630p		:30				NM	3	\$600.00
		Class of Time - Immediately Pre-emptible without notice											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		10/31/16	11/06/16	---11--				2	\$200.00				
Week:		11/07/16	11/13/16	1-----				1	\$200.00				
N 6	WAPT	11/03/16	11/08/16	WAPT 430a News 4:30a-5a	WAPT 430a News		:30				NM	4	\$20.00
		Class of Time - Immediately Pre-emptible without notice											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		10/31/16	11/06/16	---11--				2	\$5.00				
Week:		11/07/16	11/13/16	11-----				2	\$5.00				
N 7	WAPT	11/03/16	11/07/16	M-Sun 10p News	M-Sun 10p News		:30				NM	3	\$750.00
		Class of Time - Immediately Pre-emptible without notice											

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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst Television Inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



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<u>Contract Dates</u> 11/03/16 - 11/08/16	<u>Product</u> POLITICAL	<u>Estimate #</u> ED HANNAN CAMPAIGN
<u>Advertiser</u> Hannan MS Court of App		<u>Original Date / Revision</u> 10/19/16 / 10/19/16

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		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		10/31/16	11/06/16	---11--				2	\$250.00				
Week:		11/07/16	11/13/16	1-----				1	\$250.00				
N 8	WAPT	11/03/16	11/06/16	Sat 6a News	6-7a		:30				NM	1	\$20.00
Class of Time - Immediately Pre-emptible without notice													
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		10/31/16	11/06/16	-----S-				1	\$20.00				
Totals								0.00				26	\$3,000.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
10/31/16 - 11/08/16	26	\$3,000.00	(\$450.00)	\$2,550.00
Totals	26	\$3,000.00	(\$450.00)	\$2,550.00

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Hannan MS Court of App	10/19/16 / 10/19/16

Signature: _____ **Date:** _____

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**HEARST TELEVISION INC.
TERMS AND STANDARD CONDITIONS
FOR PURCHASE OF BROADCAST ADVERTISING**

The person, firm or other business entity contracting to purchase Advertising on its own behalf ("Advertiser"), or on behalf of the advertiser named on the face of the advertising purchase contract or media order ("Agency"), (collectively known as "Purchaser") and the station accepting this contract ("Station") hereby agree that the advertising purchase contract, or media order, shall be governed by the conditions and terms set forth below. Advertising shall encompass the purchase of advertising time, sponsorships, program content and/or other services ("Ads") distributed by Station through either a broadcast signal or the retransmission or other distribution of a broadcast signal ("collectively known as "Distribution"). Digital Advertising will be governed by Hearst Television's Digital Terms and Conditions which can be found at www.hearsttelevision.com/for_advertisers and incorporated here.

1. BILLING AND PAYMENTS

(a) Station will, from time to time at intervals following Distribution hereunder, bill Purchaser at the address listed on the purchase contract or media order. Payment shall be made in advance of Distribution unless credit arrangements acceptable to Station have previously been made in writing, in which event payment shall be made no later than 30 days after receipt by Purchaser of Station invoice. Station reserves the right to cancel credit arrangements at any time with or without notice for whatever reason. Purchaser agrees to notify Advertiser of the terms and conditions herein immediately.

(b) Purchaser is acting as agent for a disclosed principal (i.e., the Advertiser named on the purchase contract or media order) and Purchaser (unless otherwise specified in writing) will act as agent for making payment on all invoiced amounts hereunder. This stipulation cannot be amended without prior written authorization from the station. Purchaser and Advertiser shall be jointly liable for the payment of sums due hereunder, but Station agrees to look initially to Purchaser for the payment of sums due hereunder, unless Purchaser fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to Purchaser on all unpaid billings for services rendered including all applicable taxes by Station hereunder (excluding advertising agency commissions). If Station has not received payment from Purchaser within 60 days from the due date of the invoice, Station may consider the invoice to be delinquent and may invoice or contact the Advertiser directly for payment after notifying the Purchaser of its intention. Nothing herein contained relating to the payment of invoiced amounts by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If the purchase contract or media order is with a media buying service, all references herein to Purchaser shall apply to the media buying service.

2. TERMINATION

(a) Unless otherwise specified in writing, either party may terminate a purchase contract or media order, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Purchaser, termination shall not be effective until after two (2) weeks of Distribution hereunder. If Purchaser so terminates this contract, it shall pay Station at the earned rate for all Ads pursuant to the purchase contract or media order through the effective date of termination.

(b) Station may, upon notice to Purchaser, terminate the purchase contract or media order at any time; (i) upon material breach by Purchaser; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Purchaser's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Purchaser's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.

(c) Purchaser may, upon notice to Station, terminate the purchase contract or media order at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual non-cancellable out-of-pocket costs necessarily incurred by Purchaser in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Purchaser gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.

(d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF DISTRIBUTION

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to distribute any or all of the Ads, announcement(s) or programs to be distributed hereunder, Station shall not be in breach hereof, but Purchaser shall be entitled to an adjustment as follows: (i) if no part of a scheduled Distribution is made, a later Distribution shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted Distribution shall be waived; (ii) if a material part, but not all, of a scheduled is omitted, a later Distribution shall be made at a reasonable substitute date and time. The foregoing shall not deprive Purchaser of the benefit of any discounts which it would have earned hereunder if the Distribution had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any Ads or portion thereof covered by the purchase contract or media order in order to distribute any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Purchaser of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the Distribution so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Purchaser will not have to pay Station any charges allocable to the canceled Distribution.

5. FIXED RATE PURCHASES